

Logistics & Warehousing T & C



NOTE TO READER

Please be advised that the GBH Depot Logistics & Warehousing Terms and Conditions have been updated and expanded to reflect current operational practices and industry developments. Several clauses have been revised, and new provisions have been introduced where appropriate.

To facilitate your review, all changes from the previous version have been highlighted in yellow throughout the document.


We encourage all **Depositors** and stakeholders to review the updated terms in full. Should you have any questions or require clarification, please contact our team at info@gbhdepot.com.

Thank you for your continued trust and partnership.

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ARTICLE I DEFINITIONS

1. Appendix

An Appendix 'supplements' the agreement and is part of the agreement. It is an attachment that is invariably critical to the validity of the agreement.

2. Ashron

Shall mean Ashron Freight Services, a division of VAMCORP Holding Ltd, the parent company of GBH Depot Inc.

3. CPID

Customer Product Identification "CPID" is the acronym used to track a customer's specific product reference number.

4. Decontamination

The neutralization or removal of pests, or germs from the goods being received. Actions may include **Fumigation** when dealing with bug infestations. **GBH Detention-Time** will be extended by the number of days required for **Decontamination** should **Decontamination** be required.

5. Demurrage


Demurrage fees are charged when import containers are still full and under the control of the shipping line. In this situation, the container has not yet been picked up by the consignee, and the free time for pick up set by the ocean line has expired for the container. The free period starts when the container has been discharged from the vessel to the terminal. Demurrage charges are applied for storage of containers while in the steamship lines terminal, rail terminal, inland depot, or container yard. Demurrage is applied after the free time has expired and ends the day when the container has been picked up and out gated from the terminal.

6. Depositor

A **Depositor** is a person or company who places goods into a **Warehouse**. The **Depositor** has the responsibility for the declaration used to put goods under customs **Warehouse** procedures. You must accurately declare the goods entered in **Warehouse**.

7. Detention

Detention occurs when the consignee holds onto the carrier's container outside of the port, terminal, or depot beyond the free time that is allotted. **Detention** is charged when import containers have been picked up, but the container (regardless if it's full or empty) is still in the possession of the consignee and has not been returned within the allotted time. For example, let's assume a period of 5 free days is provided to return an empty import container to the steamship line after picking up. If the consignee takes 7 days to return this container, the steamship likely will charge for 2 days of **Detention**.

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8. FIBC

A flexible intermediate bulk container (**FIBC**), bulk bag, super sack, or big bag, is an industrial container made of flexible fabric that is designed for storing and transporting dry, flowable products, such as green coffee beans.

9. FMB

Flowmaster Bins "**FMB**" is a heavy duty, sloped bottom bin that can hold up to 3,000 pounds of dry bulk goods. **FMB**'s are the perfect solution for goods handling, blending, dispensing and transport. (See Schedule A)

The heavy duty 1/2-inch-thick walls and lid of the Flowmaster are manufactured with 100% HDPE food grade material, are FDA and CFIA approved, highly corrosion-resistant, easy on plant floors and easy to clean and sanitize inside and out.

10. Fumigation

Fumigation is a method of pest control that completely fills an area with gaseous pesticides—or fumigants—to suffocate or poison the pests within.

11. GBH Detention Time

GBH Detention Time is defined as the total time that is available for GBH to pick-up a full container and return the empty container to the empty container return depot. The standard time is 13 days. The GBH Detention time can be reduced provided that the depositor advises in writing no less than five (5) business days before a container is grounded. A fee schedule is available in the GBH Depot Price List.

12. GBH Free Time

GBH Free Time is defined as the balance of the calendar day following the satisfaction of all of the following conditions:


- (a) the container has been grounded; and
- (b) the applicable **Pick-up Number** has been issued; and
- (c) the earliest pick-up appointment has been booked.

13. GBH Total Free Time.

GBH Total Free Time is defined as **GBH Free Time** plus **GBH Detention Time** plus any **Decontamination** time plus all other delays out of the control of GBH Depot such as customs hold or any other unforeseen delay.

14. GBH NCP Pallets

A pallet (also known as a skid) is a flat transport structure, which supports goods in a stable fashion. The material of construction is wood and has the dimensions of 56"W x 56"D x 6"H.

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15. Goods or Stored Goods

Goods or Stored Goods delivered to the **Warehouseman** for storage and/or cross-docking, unloading, breakdown, repacking, reloading and forwarding.

16. Goods Remediation Report

The **Goods Remediation Report** is a work order authorizing **Warehouseman** to perform additional work to remediate damaged goods and minimize and when possible, eliminate loss of goods received at **Warehouse**.

17. Hypothec

A **Hypothec** is a real right on movable or immovable property made liable for the performance of an obligation. It confers on the creditor the right to follow the property into whosoever's hands it may come, to take possession of it, to take it in payment, to sell it or to cause it to be sold and thus to have a preference upon the proceeds of the sale, according to the rank as determined in the Quebec Civil Code.

18. Owner

Shall mean the **Owner** of the **Stored Goods** as well as its agent and authorized representatives and shall include the holder of a negotiable receipt, any party with a security interest in the **Stored Goods** and the party delivering the **Stored Goods** to the **Warehouseman**.

19. Pick-up Numbers

Pick-up Numbers are the unique numbers provided by shipping companies to facilitate the retrieval of containers. Once a **Pick-up Number** is provided to GBH the container is deemed available for removal from the port or yard. This will be the start of the **GBH Free Time**.

20. Reconditioning


Reconditioning is a process of segregating sound goods from unsound goods. When required, a full report will be provided detailing the number of packages affected.

21. Schedules

Schedules are a substantive part of the definitive agreement itself and are used to attach information at the end of the contract that would be too confusing or cumbersome to include in the main body of the agreement. **Schedules** often take the form of lists or descriptions of information. **Schedules** may change without affecting the balance of the agreement.

22. Secondary Goods Examination

Secondary Goods Examination is a process which is required when goods received are considered at risk of deterioration while in storage at **Warehouse**. Such a risk may be wet and/or stained goods received that could ultimately develop mold or rot resulting in unsalable goods which will require to be destroyed.

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23. Total Free Time

Total Free Time refers to the total number of calendar days granted by the carrier, beginning when a full import container is made available for pickup and ending when the empty container must be returned to the designated terminal, depot, or yard—without incurring **Demurrage** or **Detention** charges. This period includes both the allowed terminal dwell time (**Demurrage**) and the allowed time for off-site use of the container (**Detention**).


Unless otherwise declared by the **Depositor** with the required advance written notice, GBH default standard is **GBH Total Free Time**.

24. Warehouse

Warehouse refers to the physical location in which the goods are unloaded and stored.

25. Warehouseman

Shall mean GBH Depot Inc. as well as its parents, affiliates, subsidiaries, agents, employees, authorized representatives, successors, and assigns.

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ARTICLE II LEGAL

1. Agreement

Subject to the warehousing laws of the province where the goods are stored, these Terms and Conditions shall constitute the agreement between the **Owner** and the **Warehouseman** and shall govern all goods stored with GBH.

It is the sole responsibility of the **Owner** or **Depositor** to request a copy of the current Terms and Conditions or to consult the version posted at any time on the company's official website at www.gbhdepot.com.

By submitting a request to open an account, by delivering goods to GBH, or by engaging GBH for any warehousing or related services, the **Depositor** acknowledges and agrees to be bound by the most current version of these Terms and Conditions.

If the **Depositor** does not accept the Terms and Conditions, they must notify GBH in writing within ten (10) days of the account request or initial delivery of goods—whichever occurs first—and must immediately settle any charges due and remove their goods.

No such notice of refusal shall be valid or enforceable if it is given after the occurrence of any event, incident, or circumstance that may give rise to liability, claim, or cost to GBH in connection with the goods, the account, or any related services.

If no valid notice is received, the Terms and Conditions shall be deemed accepted and fully binding.

2. Indemnity


Without prejudice to any of the foregoing terms and conditions, the **Owner** shall indemnify and save harmless the **Warehouseman** from and against all costs, demands, liabilities, responsibilities and causes of action (including reasonable attorney's fees and disbursements) arising out of or in connection with either, directly or indirectly, the **Stored Goods**, any other goods of the **Owner** or instructions of the **Owner**, including, without limitation, any dispute or litigation, whether instituted by **Warehouseman** or others, respecting **Owner's** right, title or interest in the Goods. Such amounts shall be charged to the **Owner** in relation to the Goods and subject to **Warehouseman's** lien or right of retention.

3. Applicable laws

This and all agreements related hereto between the **Warehouseman** and the **Owner** shall be governed by the laws and regulations applicable in the province where the Goods received are stored.

4. Interpretation

In the event that there is a conflict between the terms and conditions herein contained and any other **Warehouse** receipt or documents, whether issued by the **Owner**, the **Warehouseman** or any other party, the terms and conditions hereof shall prevail.

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5. General provisions

If any provision of these standard terms and conditions, or any application thereof, should be construed or held to be invalid or unenforceable, the remaining provisions shall not be affected thereby but shall remain in full force and effect.

Warehouseman's failure to require strict compliance with any provision of these standard terms and conditions shall not constitute a waiver to later demand strict compliance with that or any other provisions of these standard terms and conditions.

These provisions shall be binding upon the *Owner* and its successors, legal representatives and permitted assigns, provided the *Owner* may not assign its rights and obligations under these standard terms and conditions without the prior written consent of the *Warehouseman*.

6. Enforcement of the present terms and conditions

Upon acceptance of these terms and conditions and the acceptance of the rates and conditions disclosed in the quotation, the terms and conditions contained herein will become automatically in force.

7. Notices

Any notice or demand to be served under these Conditions shall be made in writing and delivered by personal service, an overnight delivery service or by facsimile and shall be served during Business Hours to the following address or email address:


To: ("GBH")	To: (" <i>Depositor</i> ")
Address: GBH Depot Inc. 55 Marie-curie, Valleyfield, Quebec, Canada J6T 0R8	Address: «Company» «Address» «City», «State», «CountryRegion» «ZipPostal_Code»
Attn: Eric Renaud Logistics Manager	Attn: «First» «Last» «Job_Title»
eMail: claims@gbhdepot.com	eMail: «Email_Address»

A notice may also be sent by registered mail with postage prepaid and return receipt requested. For the avoidance of doubt, notices sent by e-mail will require a delivery confirmation without which shall not bind the parties.

Notice shall be deemed made (i) on the date of personal delivery; (ii) on the date sent via email with receipt confirmation; or (iii) when received by the addressee if delivered by registered mail.

8. Waiver

No waiver by either party shall be effective unless it is made in writing and received by the other party in accordance with these Conditions. No failure or delay on the part of either party here to exercise any right or remedy under this contract shall be construed as a waiver thereof, nor shall any single or partial exercise of any right or remedy be similarly construed as such waiver.

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9. Severability


The invalidity or unenforceability for any reason of any provision of these Conditions shall not prejudice or affect the validity or enforceability of its other provisions. The parties shall use all reasonable endeavours to replace the invalid or unenforceable provision by a valid and enforceable substitute provision, the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.

10. Governing Laws

This Agreement shall be governed by and construed in all respects in accordance with the laws of the Province of Quebec and the parties irrevocably attorn to the non-exclusive jurisdiction of the competent courts of the judicial district of Valleyfield.

11. Choice of language

It is the express wish of the parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. Les parties ont exigé que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement."

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ARTICLE III WAREHOUSING SERVICES

1. Received goods

All inbound deliveries will undergo a thorough inspection to identify any concerns that may impact the quality of the goods delivered. If goods are determined to be damaged at the time of the unloading the pre-inspection report will provide insight to potential causes of the damage to the goods and assist in determining the root cause of the damage.

GBH reserves the right to refuse reception of delivered goods should these goods have signs of pest contamination. In the event of such a contamination on unloaded inbound goods it will be the sole responsibility of **Depositor** to take necessary and diligent actions to reduce potential damages relating to such a delivery.

2. Storage

GBH provides a storage facility that is clean and organized as to avoid cross contamination of goods in storage. GBH will also provide goods segregation when required by protocol and or regulation. GBH storage services do not extend to providing humidity-controlled environment or be responsible for tempering goods.

3. Goods sampling

GBH will provide sampling services according to ISO Standard 4072 in the absence of a written sampling SOP provided by **Depositor** or the Ultimate Consignee.

4. Sample retention

GBH Depot will provide the facility to hold retention samples for up to one year as directed in writing by **Depositor**. Without any specific written direction, samples will be retained for a period of no more than 30 days from the date of the related goods shipment from **Warehouse**.

5. Records


GBH agrees to maintain full, complete, and accurate records and documents of shipments moved (including signed Bills of Lading and Proof of Deliveries) under these Conditions for verifying deliveries. These records shall be provided to Customer on demand.

6. Secondary Goods Examination

GBH will inform **Depositor** of goods determined to require **Secondary Goods Examination**. A copy of the **Goods Remediation Report** will be sent to **Depositor** for review and acceptance.

It will be the sole responsibility of **Depositor** to decide whether further handling by GBH is required and approved. GBH will not perform any **Secondary Goods Examination** or related remediation until such time that **Depositor** has authorized said work.

GBH reserves the right to carry out such work at **Depositor** expense if, in GBH's good judgement, the noncompletion of such work would lead to the loss of or damage to the goods themselves, other goods or the storage facilities.

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7. Demurrage event

GBH will pay all **Demurrage** and **Detention** charges that may be incurred on import containers if the delay is caused by any error or mishandling by GBH or Ashron. GBH will not pay demurrage in the event of:


- (a) unloading is postponed at the direction of the **Depositor**; or
- (b) the goods are contaminated and therefore cannot be unloaded to **Warehouse** due to further contamination risk to goods already in **Warehouse**; or
- (c) the **Depositor** has failed to notify GBH with release notices in a timely fashion or with incorrect/missing information; or
- (d) because of a Force Majeure Event.
- (e) there is any delay in Customs clearance beyond the control of GBH.

- (f) The **GBH Detention Time** exceeds the default thirteen (13) calendar days, unless the **Depositor** has, at least five (5) business days prior to the container becoming available for pickup, declared the reduced **GBH Detention Time** in writing and accepted the applicable surcharge as outlined in the current GBH Price List.

If no such declaration is made, GBH will assume the standard thirteen (13) calendar days as defined in **GBH Detention Time** applies and as such, GBH will not be responsible for any **Demurrage** or **Detention** charges incurred within that period.

8. Pest control

GBH has contracted a third-party service provider to administer and maintain our pest prevention program.

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ARTICLE IV ADD-ON SERVICES

1. Prior shipping advice

GBH will track all goods destined to **Warehouse** provided that Ashron and GBH are included as a Notify Party on all inbound deliveries destined to **Warehouse**.

2. Customs clearance

All required steps and actions to clear and release and make inbound goods available for pick-up will be done by Ashron for the fee provided in the GBH Price List. A **Depositor** may provide their own clearing services if desired, however **Warehouse** appointments will prioritize all deliveries from Ashron.

3. Drayage

Drayage will be coordinated and executed by Ashron for the fee provided in the GBH Price List. A **Depositor** may provide their own drayage services if desired, however **Warehouse** appointments will prioritize all deliveries from Ashron.

4. Over the road "OTR"

OTR loads may be handled by Ashron or another Transporter. All cross-border paperwork will be done by GBH & Ashron for all deliveries handled by Ashron. A **Depositor** may provide their own OTR services if desired, however **Warehouse** appointments will prioritize all deliveries from Ashron.


5. Decontamination

GBH is available to assist **Depositor** with the organization of decontamination when required. GBH will handle all necessary steps to render the contaminated goods in sound conditions so that said goods may be unloaded into **Warehouse** without further risk to goods already in storage.

6. Reconditioning

GBH is not required to carry out any work to maintain or improve the condition of the goods or their packing unless specific agreement has been reached. Notwithstanding the aforementioned term, GBH is entitled to carry out such work at **Depositor** expense if in GBH's good judgement the non completion of such work would lead to the loss of or damage to the goods themselves, other goods or the storage facilities.

In any event, GBH will provide **Depositor** with a complete account of the results of any **Reconditioning** of goods once completed and will be included in the **Goods Remediation Report**.

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7. Re-packaging

GBH, when requested by **Depositor**, will provide a complete account of the results of re-packing goods. Re-packaging includes the following conversions:

- (a) from jute/sisal to **FIBC**
- (b) from jute/sisal to **FMB**
- (c) from **FIBC** to **FMB**
- (d) from **FMB** to jute/sisal
- (e) from **FIBC** to **FIBC**
- (f) from **FIBC** to jute/sisal

8. Blending

GBH, when requested by **Depositor**, will provide goods blending services as per the specifications provided by **Depositor** at rates provided in the most recent GBH Price List.

9. Decaffeination

GBH, when requested by **Depositor**, will provide decaffeination services. Decaffeination cost will be determined at the time of the request. The price provided will include all related cost to move goods from **Warehouse** to decaf facility and return to **Warehouse** with sampling of decaffeinated goods.

10. GBH NCP Pallets

GBH can ship **Depositor's** goods on **GBH NCP Pallets**. Customer is responsible to return the GBH NCP pallets at their cost to GBH slip sheets.

Failure to return **GBH NCP Pallets** or the slip sheets will result in the said **GBH NCP Pallets** to be invoiced to **Depositor** rates provided in the GBH Price List.


11. GBH FIBC

GBH, when requested by **Depositor**, will provide new **FIBC's**, as required, at rates provided in the most recent GBH Price List.

12. GBH FMB's

GBH can ship **Depositor's** goods in GBH **FMB's**. **Depositor** is responsible to return the GBH **FMB's** at their cost to GBH.

Failure to return **FMB's** within 30 days will result in the said GBH **FMB's** to be invoiced to **Depositor** rates provided in the most recent GBH Price List.

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ARTICLE V TERMS & CONDITIONS

1. Right to Refuse Service

GBH reserves the right, at its sole discretion, to refuse acceptance or continued storage of any goods deemed hazardous, improperly labeled, contaminated, or in violation of applicable law or regulation. Such refusal shall not be considered a breach of this Agreement and shall not entitle the *Depositor* to any compensation or claim.

2. Commencement and termination of services

The Conditions shall apply as soon as goods are delivered in the care of GBH. GBH's responsibilities shall end when *Stored Goods* are released in the care of a carrier.

3. Rates & charges

Depositor agrees to pay the rates of GBH as compensation for the fulfillment of its services to *Depositor* as well as charges for accessorial services. The rates and charges for GBH's services shall be as set forth in the current GBH Price List, which is attached hereto and made a part of these Conditions by reference. All rates and charges are quoted in USD dollars and are payable in USD Dollars unless otherwise specified on a separate agreement between GBH and *Depositor*.

4. Payment terms

Payment of rates and charges shall be due and payable with terms net thirty (30) days of receipt of invoice. Payment terms shall be calculated from time of invoice receipt by Customer to time of payment issued via electronic funds transfer. Interest at a rate of 1.5% per month will be charged to *Depositor* in respect of any late payment.


5. Insurance

GBH shall not insure the *Stored Goods* against loss or damage. It is the sole responsibility of the *Depositor* to maintain insurance coverage for the *Stored Goods* at their full replacement value. By delivering goods to GBH, the *Depositor* represents that adequate insurance is in place or accepts full risk of loss.

6. Liability of Warehouseman

All Goods stored with the *Warehouseman* shall be at the *Owner's* risk. The *Warehouseman* shall not be liable for any loss, damage, or deterioration to the *Stored Goods*, except where such loss or damage results directly from the gross negligence or willful misconduct of the *Warehouseman*.

The *Warehouseman* makes no warranty regarding the quality, condition, or contents of the *Stored Goods* beyond those declared by the *Owner*. Storage rates do not include insurance. Goods are stored without insurance unless otherwise agreed in writing.

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The quality, condition, contents, and value of the **Stored Goods** are not known to the **Warehouseman** except as declared on the packing list by the **Owner**. The **Warehouseman** shall have no responsibility for errors resulting from the corruption of electronically transmitted data, or from verbal or telephoned shipping instructions, unless written confirmation of such instructions is received not less than twenty-four (24) hours prior to the shipment of the Goods, as provided in the paragraph above.

Storage rates do not include insurance. Goods stored are not insured by the **Warehouseman** and the charges do not include insurance unless specified in writing and signed by the **Warehouseman**. Accordingly, it is the sole responsibility of the **Owner** to insure the **Stored Goods** are insured.

Without limiting the generality of the above, it is specifically declared and agreed that:

- (a) the **Warehouseman** shall in no circumstances be liable for loss or damage or deterioration to the **Stored Goods**, or delay in the delivery, resulting from any of the following perils or circumstances: inaccuracies, obliteration or absences of marks, numbers, address or description, fire or explosion from any cause, flood, wind, storm, earthquake or other acts of God, irresistible force, war, insurrection, riot, civil or military authority, strikes, picketing or any other labour trouble, shrinkage in weight, loss in quality or due to the inherent or perishable nature of the **Stored Goods**, insufficient boxing, crating or packaging, for wear and tear or any cause beyond the control of the **Warehouseman**. No responsibility will be assumed for loss of or damages to **Stored Goods** by leakage or failure to detect the same or for concealed damage, or for loss or damage caused by breakage, theft, mice, vermin, sprinkler leakage, steam, frost, heating or corruption, rust, decay or water or other damages resulting from defects in the structure of the **Warehouse**, including the water system, sewer, drainage, electricity, theft or vandalism at the **Warehouse**, or for damages resulting from the usage of the **Warehouse** space; and
- (b) the **Warehouseman** shall in no circumstances be liable for any direct or indirect loss, consequential damages, special damages or loss of profit as a result of the non-delivery or delay in delivery of the **Stored Goods** or re-routing of any shipping of the **Stored Goods**, for any reason whatsoever; and
- (c) all the **Warehouseman**'s charges incurred with respect to Goods lost or damaged as a result of any such peril, including without limitation the costs of removing and disposing of such Goods and the costs of any environmental cleanup and site remediation, shall constitute a charge on the remaining **Stored Goods** and against the **Owner**.

The **Warehouseman** shall not be responsible, in any case or under any circumstances, whether negligent or not, for any loss or damage to **Stored Goods** unless and until written notice of such loss or damage, together with full detailed particulars thereof, is given to the **Warehouseman** within thirty-six (36) hours after the **Owner** of the **Stored Goods** becomes aware of such loss or damage or takes delivery of the **Stored Goods** or any portion thereof, whichever event may first happen.

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When errors in the shipment of the Goods occur, the liability of the **Warehouseman** shall be strictly limited to the transportation costs to be incurred to rectify any such error, and shall not, under any circumstances, include liability for damages due to the acceptance or use of said Goods.

The **Warehouseman** shall not be responsible for delays in loading or unloading railway cars, trailers or other containers, nor for **DEMURRAGE** charges or other time penalties arising from any delay which cannot be reasonably avoided by the **Warehouseman** in the normal course of its business.

7. Cargo

Cargo shipped by the **Depositor** shall conform to the descriptions, quantities, and packaging specifications as mutually agreed upon. GBH reserves the right to refuse or place into quarantine any cargo that is inconsistent with the agreed descriptions, improperly labeled, or poses a contamination or safety risk.


8. Right of the parties in the goods

GBH shall take reasonable means to store, situate and maintain the goods in a manner to be readily and clearly identifiable as **Depositor's** goods and physically segregate the goods from GBH's property and the property of others. GBH shall take reasonable steps to keep its property and other's property from being commingled with the goods. GBH shall have a **Depositor's** lien against the goods and on the proceeds thereof for all charges for storage, handling, transportation (including **Detention**, **Demurrage** and terminal charges), insurance, labour and other charges present or future with respect to the goods, advances or loans by GBH in relation to the goods and for expenses necessary for the preservation of the goods or reasonably incurred in their sale pursuant to law provided in the Quebec Civil Code. GBH further claims a general **Depositor's** lien on the goods for all other such charges, advances and expenses due to GBH or any affiliated or related entity wherever located. GBH reserves the right to require advance payment of all charges prior to releasing goods regardless of any otherwise applicable payment terms. GBH may assign its right to its **Depositor's** lien over the goods. GBH may create a security interest through the Registre des droits personnels et réels mobiliers (RDPRM) by way of **Hypothec** in respect to the goods.

9. Access and Inspection

The **Owner** of the **Stored Goods** or any person upon the written authority of the **Owner** may, subject to insurance regulations or other reasonable limitations imposed by the **Warehouseman**, have access to the **Stored Goods** for inspection thereof when and only when accompanied by a representative of the **Warehouseman** for that purpose, whose time shall be charged according to the **Warehouseman's** rates in force at the time of such access.

If a checker is not furnished by the **Owner** or its carrier, the **Warehouseman's** load or unload count shall be conclusively deemed to be correct and accepted by the **Owner**.

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10. Bills of lading

Each shipment prepared by GBH shall be accompanied by a bill of lading. Each bill of lading shall specify

- (a) the shipper and its invoice address; and
- (b) the kind and quantity of goods being shipped; and
- (c) the name and address of the consignee; and
- (d) the point of origin; and
- (e) the point of destination; and
- (f) other pertinent instructions and information.

Execution by the Carrier of a bill of lading shall be prima facie evidence that the shipment was in proper quantity and was in good order and condition at the time of delivery to the Carrier, unless and only to the extent that exceptions are noted thereon at such time by Carrier's driver. Related costs for said service is provided in the latest GBH Price List.

11. Inbound shipments

Depositor shall expedite its in-bound shipments of goods to **Warehouse** with appropriate marking and packaging accompanied by a manifest showing marks, brands or sizes to be kept and accounted for separately and the class of storage desired.

Depositor will provide GBH with accurate and complete information concerning the goods sufficient to allow GBH to comply with all laws and regulations concerning the storage, handling and transportation of the goods and will indemnify and hold GBH harmless from all loss, cost, penalty and expense (including reasonable attorneys' fees) as a result of **Depositor's** failure to do so.


Under no circumstances shall the **Depositor** list GBH as the consignee on any inbound bill of lading. If this occurs, GBH may reject the shipment or invoice the **Depositor** for all charges and liabilities incurred. The **Depositor** agrees to indemnify and hold GBH harmless from all related transportation, customs, and administrative costs resulting from such misidentification.

Notices for In-bound shipment of goods must be sent to inbound@gbhdepot.com only. Failure to respect this procedure may result in your request being dropped and not addressed.

Within 15 minutes, our system will return a confirmation email, notifying **Depositor** of the successful reception of the request.

A GBH agent will process your request and notify **Depositor** of any discrepancies or deficiencies relating to said request.

A list of specific information required by GBH to successfully receive, and store **Depositor's** goods is provided in the GBH Prior Shipment Notice Form.

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12. Outbound shipments

Depositor shall notify GBH a minimum of 24 hours in advance for the preparation of any out-bound movement of goods.

GBH will prepare outbound shipments and prepare the bill of lading in accordance with the instructions of **Depositor**. **Depositor** will provide GBH with accurate and complete information concerning the goods sufficient to allow GBH to comply with all laws and regulations concerning the packing of the goods and preparation of the bill of lading and will indemnify and hold GBH harmless from all loss, cost, penalty and expense (including reasonable attorneys' fees) as a result of **Depositor's** failure to do so.

Depositor agrees that all goods shipped from **Warehouse** shall not identify GBH as the shipper on the bill of lading. If contrary to this requirement, goods are shipped and identify GBH as a shipper, **Depositor** shall indemnify and hold the GBH harmless from all claims for transportation, storage, handling and other charges relating to such goods.

Notices for Out-bound shipment of goods must be sent to outbound@gbhdepot.com only. Failure to respect this procedure may result in your request being dropped and not addressed.

Withing 15 minutes, our system will return a confirmation email, notifying **Depositor** of the successful reception of the request.

A GBH agent will process your request and notify **Depositor** of any discrepancies or deficiencies relating to said request.

13. Force majeure

Neither party shall be liable for failure or delay in performance under these Conditions when such failure or delay is caused by events beyond the reasonable control of that party, including but not limited to acts of God, war, terrorism, pandemic, natural disasters, government action, or labor disruptions.


The affected party shall provide prompt written notice of the force majeure event and use all commercially reasonable efforts to mitigate its impact. If the force majeure event continues for more than thirty (30) days, the unaffected party may terminate the affected services upon written notice.

14. Notice of claim and filing of suit

GBH shall not be liable for any claim for loss, damage, or error must be submitted in writing to GBH within fourteen (14) calendar days of (i) the date of delivery of the goods or (ii) the date the **Depositor** knew or reasonably should have known of the issue, whichever occurs first.

As a condition precedent to any legal action, GBH must be granted a reasonable opportunity to inspect the goods at issue. No legal proceedings may be initiated later than ninety (90) calendar days following delivery or discovery of the issue, whichever is earlier.


All actions shall be brought exclusively in the competent courts of the Province of Quebec, judicial district of Valleyfield.

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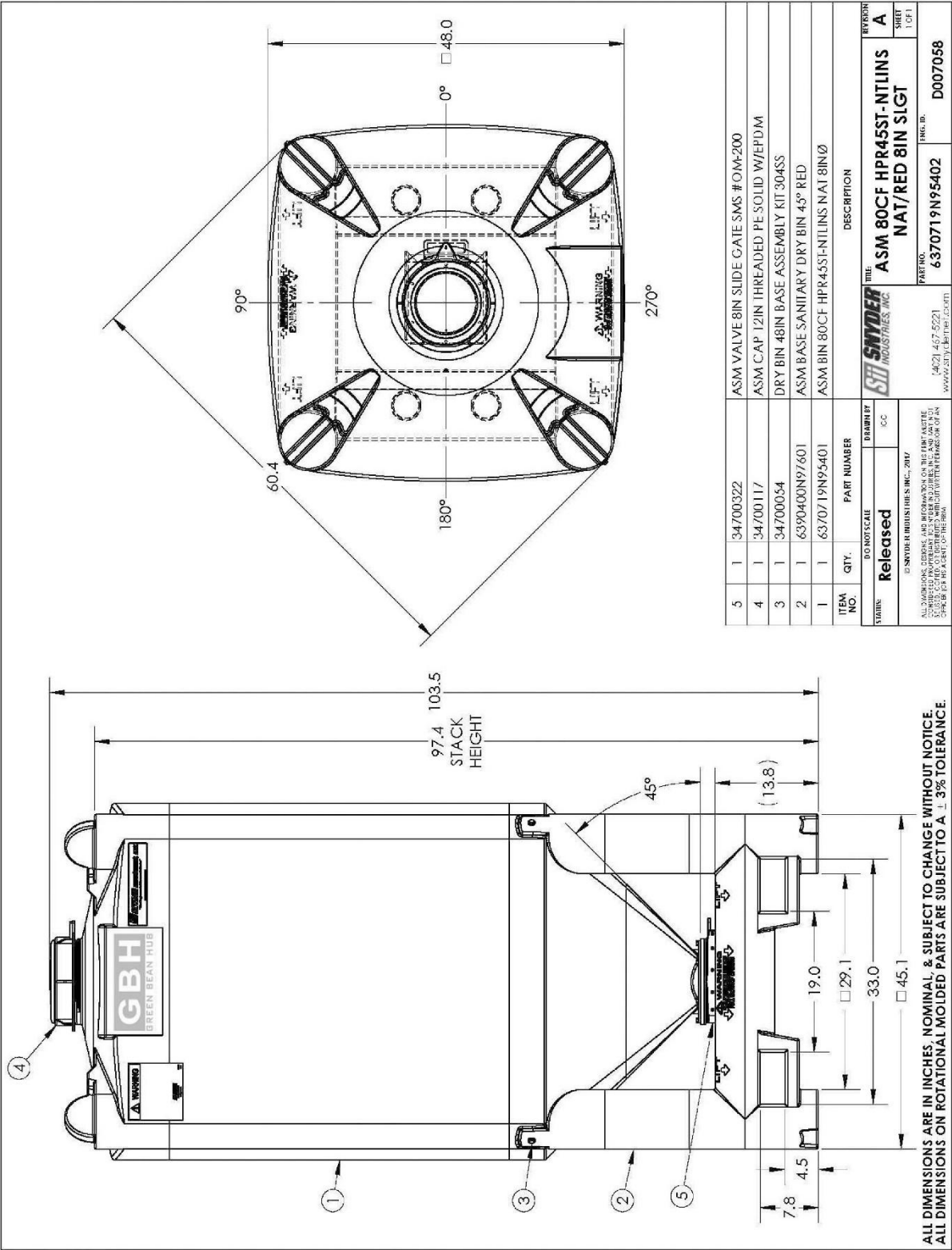
15. Digital Records and Electronic Communication

GBH maintains digital records for operational and traceability purposes, including but not limited to Bills of Lading, proof of delivery, and release notices. GBH shall use commercially reasonable measures to safeguard such data but shall not be held liable for loss or corruption of data arising from system failures, cyberattacks, or user error unless such failure arises from GBH's gross negligence.

Depositor agrees that all operational instructions, if transmitted electronically (email, EDI, online portals), must be confirmed in writing within twenty-four (24) hours. Failure to do so may release GBH from liability for unconfirmed actions.

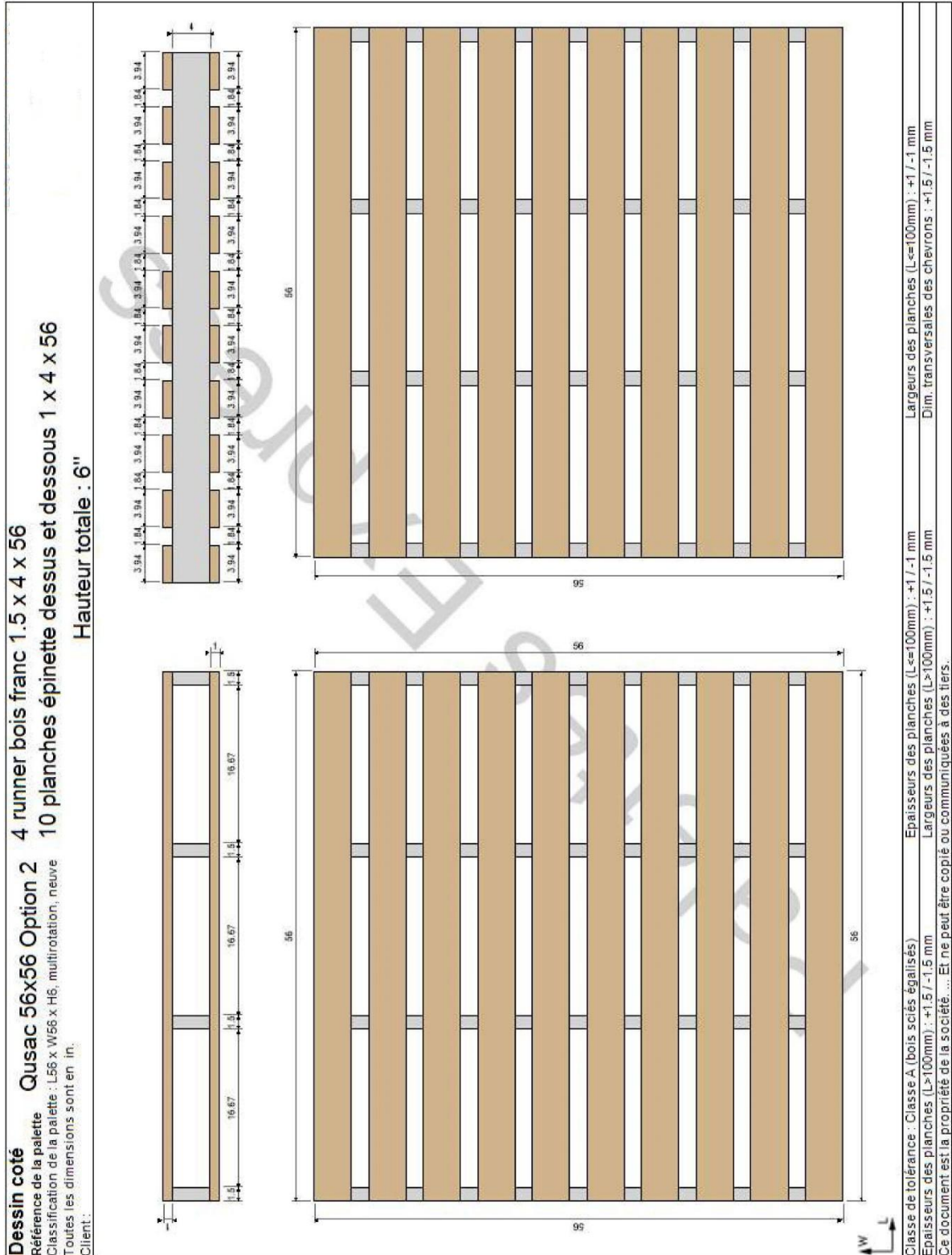
	Company Name: GBH Depot Inc.	Controlled Document No: 03B18008G014	Rev. No: 1.0	Paging Information: Page 18 of 20
	Document Title: <i>Flow Master Bin (FMB) Specification</i>			Latest Revision Date: May 1, 2025

1)
FLOWMASTER BIN SPECIFICATION



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2) 56" X 56" NCP PALETTE SPECIFICATION



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	Document Title: 45" x 42" FIBC PALETTE SPECIFICATION	Latest Revision Date: May 1, 2025		

3) 45" X 42" FIBC PALETTE SPECIFICATION

